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Stephen Navaretta
Attorney-At-Law

13th Floor Seattle Tower
1218 Third Avenue
Seattle, Washington 98101

July 11, 1985

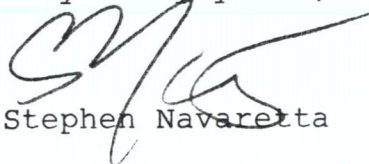
Henry Elsen, Esq.
EPA Region 10
1200 Sixth Ave.
Seattle, WA 98101

Re: Bingham

Dear Henry:

Please review this agreement and confirm that the agreement does not satisfy the negative condition set forth as Attachment 2 the agreed order.

Very truly yours,


Stephen Navaretta

SN/mjn
Enc.

OFFICE OF ENVIRONMENTAL
EPA REGION 10

USEPA RCRA



3009334

AGREEMENT TO PURCHASE IMPROVED REAL AND PERSONAL PROPERTY

I Parties

1.1 Seller is Warren Bingham residing at (b) (6)
(b) (6)

1.2 Purchaser is Golconda Corporate Resources Incorporated, Suite A East 10905 Montgomery Avenue, Spokane, Washington 99206.

II Property to be Purchased

2.1 The legal description of the real property to be purchased is attached hereto as Exhibit A.

2.2 The real property described in paragraph 2.1 will be sold together with all personalty located upon such real property on the date of this agreement, specifically including without limitation the tanks, equipment and tools formerly used to operate an oil processing plant on the site.

2.3 Purchaser agrees to purchase the real property and personal property "as-is" and expressly agrees that no representation has been made by Seller regarding the operability, usability or physical condition of the personal property to be purchased.

2.4 The property both real and personal described herein may also be referred to hereinafter as the "facility" or the "Rathdrum hazardous waste management facility."

III Purchase Price

3.1 Seller agrees to pay Purchaser upon closing 60,000. shares of the common stock of Clark Medical-Technical, Inc. for the facility.

3.2 In further consideration for the purchase of the facility Purchaser agrees:

a. To submit no later than October 15, 1985, a written closure plan to the United States Environmental Protection Agency Region 10 (EPA Region 10) for the Rathdrum hazardous waste management facility pursuant to all applicable parts of 40 Code of Federal Regulations Part 265.110-265.120, Subpart G (1984). Said regulations are incorporated herein by this reference; and

b. To immediately upon approval or modification of the closure plan submitted pursuant to paragraph 2.2.a. by EPA Region 10 complete implementation of the approved or modified written closure plan not later than 180 days after the date of approval or modification, excluding the date of approval or modification; and

c. To submit to EPA Region 10 a certification of closure

which complies with 40 CFR s 265.115 after implementation of the closure plan is complete for the Rathdrum hazardous waste management facility.

3.3 In further consideration for the purchase of the facility Purchaser agrees to assume that certain real estate contract between Frank and Hilda Bundy as vendors and William Alan Pickett, Jean R. Pickett, Jimmie Alan Peterson and Betty A. Peterson as vendees recorded in the records of Kootenai County, Idaho under recording number 596582 and found at Book 70 Page 493 of said records and that certain real estate contract between William Alan Pickett as vendors and Arrcom, Inc. as vendees recorded in the records of Kootenai County under recording number 829998 and to pay and satisfy said contracts in accordance with its terms.

IV Conveyance

4.1 Seller will deliver to Purchaser a duly executed and acknowledged Quit Claim Deed assigning all of Sellers interest, including after acquired title in the real property of the facility. Said Quit Claim Deed will recite the assumptions of real estate contracts as agreed to and set forth in paragraph 3.3 of this agreement.

4.2 Seller will deliver to Purchaser a duly executed Bill of Sale for all the personal property located on the facility.

V Notification, Hold Harmless and Indemnification

5.1 Seller hereby notifies Purchaser that as owner of the Rathdrum hazardous waste management facility it has responsibilities and duties as set forth in 40 Code of Federal Regulations Part 264 and 265. Purchaser agrees to hold Seller harmless from, and indemnify him for, any costs, expenses, fines, penalties, fees or other such monetary expense without limitation as may arise from Purchaser's failure to comply with the requirements of paragraph 3.2 of this agreement, Purchaser's ownership and/or operation of the facility and any requirements imposed or ordered by EPA Region 10 or its equivalent additional to those set forth in paragraph 3.2 of this agreement.

VI Non-Merger

6.1 This agreement shall survive closing of this transaction and not merge in any conveyance issued in connection herewith.

VII Closing

7.1 The sale contemplated hereby shall close in the law office of Stephen Navaretta when the following documents are in possession of Stephen Navaretta:

- (a) Stock certificates endorsed for transfer to Purchasers in the amount called for herein;
- (b) A Corporate resolution of Purchaser authorizing the purchase;
- (c) A copy of this agreement signed by each party, although separate copies may be signed;
- (d) A signed Quit Claim Deed and Bill of Sale as specified herein;
- (e) A written confirmation from EPA Region 10 that the sale contemplated by this agreement does not satisfy the negative condition found at Attachment 2 of Agreed Settlement Order dated June 20, 1985, in Case #83-04-02-3008.

7.2 Closing shall consist of Stephen Navaretta mailing the Quit Claim Deed and Bill of Sale to Purchaser at its address above described. Stephen Navaretta will have no responsibility for any filing or recording of these documents. Stephen Navaretta will notify the appropriate transfer agent to effect a transfer of ownership to seller of the stock certificates provided by Purchasers. Stephen Navaretta has not offered any opinion to Sellers on the value or alienability of the stock certificates recited as partial consideration for the sale herein.

DATED this _____ day of _____, 1985.

Warren Bingham

Golconda Corporate Resources, Inc.
by William Campbell, authorized
officer

Description of the Facility

That portion of the Tracts 17 and 24, Plat No. 2, GREENACRES IRRIGATION DISTRICT, Kootenai County, Idaho, according to the plat thereof recorded in Book B of Plats at Page 51, records of Kootenai County, Idaho, described as follows:

COMMENCING at the Northeast corner of said Tract 24; thence, North $89^{\circ}32'45''$ West along the North line of said Tract 24, 208.0 feet to the Southwest corner of land described in the deed to Sam Green and wife recorded October 26, 1961 in Book 187 of Deeds at Page 216; being the TRUE POINT OF BEGINNING; thence, South $10^{\circ}26'45''$ East 241.15 feet to a point on the Northwestern line of State Highway 53; thence, South $49^{\circ}20'$ West along said Northwestern line 209.0 feet to an intersection with the Easterly line of land described in the deed to Theodore Day and wife recorded June 2, 1978 in Book 291 of Deeds at Page 449; thence, North $4^{\circ}24'$ West along said Easterly line, 408.0 feet to the most Southerly Southwest corner of land described in the deed to Theodore Day and wife recorded April 21, 1978 in Book 290 of Deeds at Page 484; thence, South $89^{\circ}32'45''$ East along the South line of said Day land, 147.1 feet to a point on the West line of land described in said deed to Sam Green and wife above mentioned; thence, South $0^{\circ}24'$ West along said West line, 31.5 feet to the TRUE POINT OF BEGINNING.

Exhibit A - Rathdrum Facility Sale